

AGREEMENT

THIS AGREEMENT (“Agreement”), dated as of May 5th, 2018 (the “Effective Date”), is entered into between John and Barbara Milley, (“JBM”), and **COVE OUTDOOR, LLC** (“Cove”). Each entity shall be a “Party” to this Agreement and may be termed “Parties” when referenced jointly hereunder.

1. BACKGROUND

Cove provides out-of-home advertising systems and structures and generates revenue from the placement of paid advertising on those structures. JBM owns a static billboard (“Static Board”) lease at 327 Bridge Street, North Weymouth Massachusetts 02191. The Town of Weymouth would like billboard structures located on Route 3A in Weymouth, Massachusetts removed (the “Billboard Removal Policy”). Cove acting with the knowledge of the Town of Weymouth, is gathering a consortium of static board owners on Rt.3A, who will participate in the Billboard Removal Policy and remove their billboard in return for these billboard owners’ participation in revenue generation from a new electronic billboard to be permitted and built along Rt.3 (the “New Electronic Billboard”). The Parties wish to collaborate to remove the Route 3A static boards in compliance with the Billboard Removal Policy at the end of any existing lease term already in existence or at an earlier date when the billboard owner can participate in this program. NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

2. EXPIRATION OF STATIC BOARD LEASE

Within 7 (“seven”) days of a written notice from Cove, JBM will send the necessary notice to the current owner of the Static Board that JBM will let any current lease expire and will not renew the lease on the Static Board at the earliest date possible under said lease (“Lease Expiration Notice”). The Lease Expiration Notice shall also include a request that the owner of the Static Board remove the board within the timeframe required by the Static Board lease. Cove or it’s assignees will guarantee that if Clear Channel or it’s assignees do not remove the signs as prescribed in the current lease, Cove or its assignees will remove the billboards and restore the property roof or walls to proper building code condition.

3. PAYMENT

One-Time Payment. In exchange for executing this agreement, Cove will pay JBM a one-time payment of Eighteen Thousand dollars (\$18,000.00) within ten (10) days of the New Electronic Billboard on Route 3 being constructed and operational.

Annual Payment. In exchange for JBM’s compliance with this Agreement including but not limited to sending the Lease Expiration Notice to the Owner of the Static Board and the removal of Static Board, Cove will remit to JBM a payment of Eleven Thousand dollars (\$11,000.00) (the “Annual Payment”), in 12 equal monthly installments with a 3% annual increase in the Annual Payment during the Term of this Agreement (as defined in Section 5 below). The first Annual Payment will be made within 10 days after the current lease on the Static Board expires and the Static Board is removed or at such time that the Static Board is lawfully removed provided a new digital billboard is permitted on Rt.3 by the Town of Weymouth and the Commonwealth of Massachusetts.

4. RIGHTS AND OBLIGATIONS

a. No Partnership. This Agreement does not constitute, create, or give effect to a partnership, joint venture, or any other type of formal business entity and does not establish any joint control or joint participation in profits or losses among the Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a Party the agent of the other, nor shall either Party be or become liable or bound by any representation, act or omission whatsoever of the other Party under the terms of this Agreement. There shall be no pooling of assets or employees between the Parties.

b. General Expenses. Except as specifically provided for in this Agreement, each Party will bear its own costs, risks, and liabilities incurred by it when performing its obligations under this Agreement.

c. Compliance with Laws. Each Party agrees to comply with all state, local and federal laws and regulations applicable to the performance of its obligations under this Agreement.

d. Confidential Information. All information provided by Cove to the other Party is designated as confidential information ("Confidential Information"). Confidential Information disclosed (by either party to the other) shall remain the exclusive property of the disclosing party. Nothing herein shall be construed as granting any right, title or interest, express or implied, under any patent or trade secret owned by either party to the other. All Confidential Information (of both parties) will be held and treated by the other party and its Representatives in confidence and will not, except as hereinafter provided, without the prior written consent of disclosing party, be disclosed or used by the other party or its Representatives in any manner whatsoever.

5. TERM FOR ANNUAL PAYMENT

The term for the annual payment shall begin on the first date of operation of the New Electronic Billboard and the removal of the Static Board. Cove or its assigns will pay the annual payment to JBM for a period of Fifteen ("15") years unless mutually extended by both parties in writing.

6. TERMINATION OF AGREEMENT.

a. Termination for Breach. This Agreement may be terminated by either Party, immediately upon written notice of termination to the other Party, in the event of a material breach of this Agreement by the other Party which remains uncured for a period of thirty (30) days after written notice of such breach is provided to such breaching Party.

7. WARRANTIES.

a. Mutual Representations. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, (ii) that it has the legal right and authority to enter into and perform its obligations under this Agreement, (iii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party, and (iv) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8. NOTICES

All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, a nationally recognized overnight courier service, or certified or registered mail, return receipt requested. Notices shall be deemed given upon receipt or refusal. Notices shall be sent to the addresses set forth below, or to such other address as either Party may specify by giving the other Party notice of such change in accordance with this section.

John and Barbara Milley

8551 F Gold Peak Drive
Highlands Ranch, Colorado
80130

Cove

Edward E. O'Sullivan
Manager & Counsel
Cove Outdoor LLC
Post Office Box 590545
Newton Center, Massachusetts 02459

9. ASSIGNMENT.

Any Party shall assign or transfer their interest in this Agreement (in whole or in part) after 10 ("ten") days written notice to the other Parties to this Agreement. Subject to the foregoing, this Agreement will be binding on and enforceable by the Parties and their respective successors and permitted assigns.

10. GOVERNING LAW.

This Agreement, performance hereunder, and any remedies available to the Parties shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws considerations. Jurisdiction for any disputes or causes of action between the Parties shall rest in the state or federal courts located in Boston, Massachusetts, and each Party consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such dispute or action and waives any objection to jurisdiction or venue laid therein.

11. SEVERABILITY; WAIVER, INTEGRATION.

- a. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision of this Agreement shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties.
- b. No failure on the part of either Party to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, remedy or power preclude any other or further exercise of any other right, remedy,

or power. Any waiver must be specific, in writing, and executed by the waiving Party, and will not be continuing unless it so states explicitly.

c. This Agreement constitutes the entire agreement of the Parties hereto regarding the subject matter of this Agreement and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing, regarding such subject matter. This Agreement may be modified only in a written amendment signed by an authorized representative of each Party.

12. FORCE MAJEURE.

Neither Party will be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any act of God, war, government intervention, riot, earthquake, fire, flood, power outage, failure of the Internet or any similar cause beyond such Party's control.

13. NO THIRD PARTY BENEFICIARIES.

Except as expressly set forth in this Agreement, this Agreement is entered into for the sole benefit of the Parties hereof, and except as specifically provided herein, no other person or entity will be a direct or indirect beneficiary of, or will have any direct or indirect cause of action or claim in connection with, this Agreement.

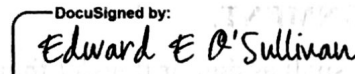
John Milley and Barbara Milley

Cove Outdoor, LLC

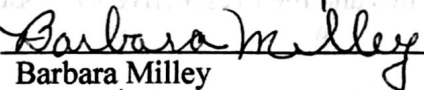
By:


John Milley

By:

DocuSigned by:

EF1426D87FD64A0
(Signature)

By:


Barbara Milley

Title:

Managing Member

(Authorized Representative)

Date:

5/4/2018

Date:

5/3/2018